

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS**

Elizabeth Ann Myers,

Plaintiff,

C.A. No. 16-cv-1382 NJR SCW

v.

Ascent Mortgage Resource Group, LLC
d/b/a Myrentoown.com d/b/a
RTOFIND.COM,

Defendant.

Ascent Mortgage Resource Group, LLC's Answer

Defendant Ascent Mortgage Resource Group, LLC, through its undersigned counsel, answers Plaintiff's Complaint as follows:

ANSWER TO NATURE OF THE ACTION

1. With respect to the allegations set forth in paragraph 1 of the Complaint, Ascent Mortgage admits that Plaintiff brings this action pursuant to 47 U.S.C. § 227 and 825 ILCS 505/1, but denies that Plaintiff is entitled to any relief under either statute.

ANSWER TO JURISDICTION AND VENUE

2. With respect to the allegations set forth in paragraph 2 of the Complaint, Ascent Mortgage admits that subject matter jurisdiction and supplemental jurisdiction are appropriate in this Court.

3. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 3 of the Complaint and, therefore, denies the same.

4. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 4 of the Complaint and, therefore, denies the same.

5. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 5 of the Complaint and, therefore, denies the same.

6. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 6 of the Complaint and, therefore, denies the same.

7. With respect to the allegations set forth in paragraph 7 of the Complaint, Ascent Mortgage admits that it is a limited liability company with its principal place of business located at 10200 E. Girard Avenue, Bldg. D, Suite 202, Denver, Colorado. Ascent Mortgage denies that it has ever done business as MyRentToOwn.com or RTOFind.com. By way of further response, Ascent Mortgage states that it is a resource center for individuals with less than ideal credit who are seeking the benefits of homeownership. Ascent Mortgage admits that it offers access to its resources to individuals residing in Illinois. Ascent Mortgage denies that it offers “credit repair services and real estate listings to facilitate the rental of homes to own, the purchase of homes, or other purchasing goal.” Ascent Mortgage denies each and every allegation set forth in paragraph 7 of the Complaint not expressly admitted herein.

8. The allegations set forth in paragraph 8 of the Complaint are legal conclusions to which no response is required. To the extent the Court determines a response is required, Ascent Mortgage denies the allegations set forth in paragraph 8 of the Complaint.

9. The allegations set forth in paragraph 9 of the Complaint are legal conclusions to which no response is required. To the extent the Court determines a response is required, Ascent Mortgage denies the allegations set forth in paragraph 9 of the Complaint.

10. Ascent Mortgage admits the allegations set forth in paragraph 10 of the Complaint.

ANSWER TO FACTS SUPPORTING CAUSES OF ACTION

11. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 11 of the Complaint and, therefore, denies the same.

12. Ascent Mortgage denies the allegations set forth in paragraph 12 of the Complaint. By way of further response, Ascent Mortgage affirmatively states that it has no record of ever having placed a call to Plaintiff's cellular phone (618) XXX-1288.

13. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 13 of the Complaint and, therefore, denies the same.

14. Ascent Mortgage denies the allegations set forth in paragraph 14 of the Complaint. By way of further response, Ascent Mortgage states that the telephone number (860) 333-6411 is not owned, leased, operated or otherwise used by Ascent Mortgage.

15. Ascent Mortgage denies the allegations set forth in paragraph 15 of the Complaint.

16. Ascent Mortgage denies the allegations set forth in paragraph 16 of the Complaint.

17. Ascent Mortgage denies the allegations set forth in paragraph 17 of the Complaint.

18. Ascent Mortgage denies the allegations set forth in paragraph 18 of the Complaint.

19. Ascent Mortgage denies the allegations set forth in paragraph 19 of the Complaint.

20. Ascent Mortgage denies the allegations set forth in paragraph 20 of the Complaint.

21. Ascent Mortgage denies the allegations set forth in paragraph 21 of the Complaint.

22. Ascent Mortgage denies the allegations set forth in paragraph 22 of the Complaint.

23. Ascent Mortgage denies the allegations set forth in paragraph 23 of the Complaint.

24. Ascent Mortgage denies the allegations set forth in paragraph 24 of the Complaint.

25. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 25 of the Complaint and, therefore, denies the same.

26. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 26 of the Complaint and, therefore, denies the same.

27. Ascent Mortgage denies the allegations set forth in paragraph 27 of the Complaint.

28. Ascent Mortgage denies the allegations set forth in paragraph 28 of the Complaint.

29. Ascent Mortgage denies the allegations set forth in paragraph 29 of the Complaint.

ANSWER TO COUNT I

30. In response to paragraph 30 of the Complaint, Ascent Mortgage re-alleges and restates its prior responses to Plaintiff's Complaint.

31. With respect to the allegations set forth in paragraph 31 of the Complaint, Ascent Mortgage states that the terms of 47 U.S.C. § 227 speak for themselves and denies any attempt to misstate or mischaracterize the same.

32. With respect to the allegations set forth in paragraph 32, Ascent Mortgage admits that it does, at times, use an automatic telephone dialing system, but denies that it uses a recorded message when a connection is made. Ascent Mortgage denies each and every allegation set forth in paragraph 32 not expressly admitted herein.

33. Ascent Mortgage denies the allegations set forth in paragraph 33 of the Complaint.

34. Ascent Mortgage denies the allegations set forth in paragraph 34 of the Complaint.

35. Ascent Mortgage denies the allegations set forth in paragraph 35 of the Complaint.

ANSWER TO COUNT II

36. In response to paragraph 36 of the Complaint, Ascent Mortgage re-alleges and restates its prior responses to Plaintiff's Complaint.

37. With respect to the allegations set forth in paragraph 37 of the Complaint, Ascent Mortgage states that the terms of the Illinois Consumer Fraud and Deceptive Business Practices Act speak for themselves and denies any attempt to misstate or mischaracterize the same.

38. Ascent Mortgage denies the allegations set forth in paragraph 38 of the Complaint.

39. Ascent Mortgage is without information or knowledge sufficient to form a belief sufficient to admit or deny the allegations set forth in paragraph 39 of the Complaint and, therefore, denies the same.

40. With respect to the allegations set forth in paragraph 40 of the Complaint, Ascent Mortgage states that the terms of the Illinois Consumer Fraud and Deceptive Business Practices Act speak for themselves and denies any attempt to misstate or mischaracterize the same.

41. Ascent Mortgage denies the allegations set forth in paragraph 41 of the Complaint.

GENERAL DENIAL

Ascent Mortgage denies any and all allegations set forth in the Complaint not expressly admitted herein.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Plaintiff's claims may be barred, in whole or in part, due to the fact that Ascent Mortgage Resources Group, LLC does not do business as MyRentToOwn.com or RTOFind.com.

Second Affirmative Defense

Plaintiff's claims may be barred, in whole or in part, because Plaintiff had to have given prior express consent in order to be contacted by Ascent Mortgage Resource Group, LLC, if Plaintiff was ever contacted by Ascent Mortgage.

Third Affirmative Defense

Plaintiff's claims may be barred, in whole or in part, because Plaintiff was not "charged" for the calls as that term is defined in 47 U.S.C. § 227(b)(1)(A)(iii).

Fourth Affirmative Defense

Ascent Mortgage Resource Group, LLC reserves the right to assert additional affirmative defenses if and when the facts supporting such defenses become known during the course of discovery.

Dated: February 2, 2017.

/s/ Ferne P. Wolf

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I certify a copy of the foregoing was served by the court's ECF system email on the following counsel of record on February 2, 2017: Nathan C. Volheim,
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/s/ Ferne P. Wolf
